

HEAVY AND HIGHWAY

AGREEMENT

between

THE LABOR RELATIONS DIVISION OF CONSTRUCTION  
INDUSTRIES OF MASSACHUSETTS, INC.

and

MASSACHUSETTS & NORTHERN NEW ENGLAND LABORERS'  
DISTRICT COUNCIL

of the  
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
AFL-CIO



EFFECTIVE:  
JUNE 1, 2022- MAY 31, 2027

## **AGREEMENT**

This Agreement made and entered into this 1st day of JUNE 2022, by and between the Labor Relations Division of Construction Industries of Massachusetts, Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts, referred to hereinafter as the "Association", acting for and in behalf of and under the Authority of its members, as per Schedule I attached hereto and made a part hereof, and any members joining said Association during the term of this Agreement, and such other Heavy and Highway Contractors who execute an Acceptance of the Terms and Provisions of this Agreement hereinafter collectively referred to as the "Employer" and the Massachusetts & Northern New England Laborers' District Council of the Laborers' International Union of North America, acting for and on behalf of Massachusetts Local Unions: 22-Boston, 39-Fitchburg, 88-Boston, 133-Quincy, 138-Norwood, 151-Cambridge, 175-Lawrence, 223-Boston, 243-Worcester, 385-New Bedford, 429-Lowell, 473-Pittsfield, 560-Waltham, 596-Holyoke, 609-Framingham, 610-Fall River, 721-Brockton, 876-Taunton, 999-Springfield, and 1421-Greater Boston each referred to as the "Local Union" and collectively hereinafter to as the "Council".

## **PREAMBLE**

The purpose of this Agreement is to determine the hours, wages, fringes and other conditions of employment, and to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the Employer may have sufficient capable workmen and the workmen may have as much continuous employment as possible, without interruption by strikes, lockouts, or other labor management troubles.

The Employer guarantees that there will be no lockouts for any reason during the term of this Agreement, and the Union guarantees that there will be no strikes, slow downs or any other refusals to work during the term of this Agreement except for the following:

1. Failure of the Employer to provide Workers' Compensation coverage; *or*
2. Failure of the Employer to pay unemployment contributions; *or*
3. Failure of the Employer to make Benefit Fund contributions in accordance with the procedures outlined in Article XXI, Section 1 of this Agreement, provided there is 72-hour notice to the delinquent Employer and the General Contractor; *or*
4. Refusal of either party to submit to arbitration in accordance with

**ARTICLE XIII**  
**MASSACHUSETTS LABORERS' HEALTH & WELFARE FUND**

Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers' Health & Welfare Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by each employee, covered by this Agreement to the Massachusetts Laborers' Health & Welfare Fund. Said sum will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll of the preceding calendar month. The said Fund will be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union and the Employers. Said Trust Agreement shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and the Commonwealth of Massachusetts. The said Fund will be used to purchase accident and sickness disability insurance and hospitalization, medical and surgical benefits and/or other welfare benefits of a similar nature for the said employees as provided in said Trust Agreement.

The Union reserves the right to remove the employees whose wages, hours and working conditions as set forth in this Agreement from any job for which the Employer has failed to remit to the aforementioned Health & Welfare Fund monies due to the Fund within the time for payment thereof, as determined by the Board of Trustees acting under the authority of the Agreement and Declaration of Trust under which the Fund operates.

The failure to contribute by the Employer to the said Health & Welfare Fund, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XXI herein. The Massachusetts Laborers' Health & Welfare Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

In addition to its above Health & Welfare contribution, the Employer shall further contribute the sum of Five Cents (\$0.05) per hour for each hour worked by each employee to the separately established PFML Fund, which addresses the Employer's legal obligations by providing for the laborers' continued health &

welfare coverage during and after Paid Family Medical Leave, as more fully outlined in the October 4, 2021 correspondence from the Executive Director of the Massachusetts Laborers' Benefit Funds to all signatory contractors. The above PFML Fund contribution may be amended or adjusted by a vote of the Trustees after future review of the Fund's viability.

#### **ARTICLE XIV**

#### **MASSACHUSETTS LABORERS' PENSION FUND**

Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers' Pension Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by each employee covered by this Agreement to the Massachusetts Laborers' Pension Fund. Said sum will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under, and subject to the provisions of a Trust Agreement and Plan entered into by the Union and the Employers. The Plan and the Trust shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and the Commonwealth of Massachusetts.

The Trust and Plan at all times shall be a "qualified" Trust and Plan, as defined by Section 401 of the Internal Revenue Code. The Plan and the Trust shall be created and administered, subject to modification, change of methods of administration and practices as may be required, to the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary expense of doing business in the computation of Federal Income Tax of the Employers.

The failure to contribute by the Employer to the said Pension Fund, as provided herein, for the purpose of the remedy the Union may pursue is covered in Article XXI herein. The Massachusetts Laborers' Pension Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

**ARTICLE XV**  
**NEW ENGLAND LABORERS' TRAINING TRUST FUND**

Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers' Pension Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour worked by each employee covered by the terms of this Agreement, to a Training Fund known as New England Laborers' Training Trust Fund. Said sums will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last completed payroll period of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under, and subject to the provisions of, a Trust Agreement and Plan entered into by the Union and the Employers. The Plan and Trust shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and the Commonwealth of Massachusetts and the State of New Hampshire. The Trust and Plan at all times shall be a "qualified" Trust and Plan as defined by Section 401 of the Internal Revenue Code. The Plan and Trust shall be created and administered, subject to modification, change of methods of administration and practices as may be required to the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary expense of doing business in the computation of Federal Income Tax of the Employers.

The failure to contribute by the Employer to the said Training Fund as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XXI, herein. The New England Laborers' Training Trust Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

**ARTICLE XVI**  
**MASSACHUSETTS LABORERS' LEGAL SERVICES FUND**

*Section 1.* Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers' Pension Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by each employee covered by this Agreement to the Massachusetts Laborers' Legal Services Fund. Said contributions will be paid into such Fund not later than the twentieth (20th) day of each and every month for the hours worked by said employees up to the end of the last completed payroll period of the preceding calendar month. The failure to contribute to this Fund by the Employer as provided herein shall be subject to the provisions of Article XXI hereof. The Massachusetts Laborers' Legal Services Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

**Section 2.** It is understood by the parties to this Agreement that the Legal Services Trust and Plan shall:

- a) Conform to the requirements of Section 302 of the Labor-Management Relations Act as amended.
- b) The Employer will be able to deduct said contributions as an ordinary and necessary business expense.

**Section 3.** There shall be a total of eight (8) Trustees to constitute the Board of Trustees to administer the Fund. Said Trustees to be appointed as follows: Four (4) Trustees shall be appointed by the Union; one (1) Trustee shall be appointed by the Associated General Contractors of Massachusetts, Inc. (AGC); one (1) Trustee shall be appointed by the Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc. (BTEA); one (1) Trustee shall be appointed by the Labor Relations Division of Construction Industries of Massachusetts, Inc. (LRD-CIM); and one (1) Trustee shall be appointed by the Construction Industry Association of Western, Massachusetts, Inc. Representatives on the Board of Trustees shall at all times be equally divided among Union and Associations. The appointing parties shall also have the power to remove their respective Trustees appointed by them and to fill vacancies on the Board of Trustees.

**Section 4.** The failure to contribute by the Employer to the said Legal Services Fund as provided herein for the purpose of the remedy the Union may pursue is covered in Article XXI herein. The Massachusetts Laborers' Legal Services Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.



**ARTICLE XVII**  
**MASSACHUSETTS LABORERS' ANNUITY FUND**

**Section 1.** There has been established, by an appropriate Agreement and Declaration of Trust, pursuant to Section 302(c) of the National Labor Relations Act, as amended, the Massachusetts Laborers' Annuity Fund.

**Section 2.** Each Employer subscribes to and agrees to be bound by the above Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Trust Agreement.

**Section 3.** Each Employer agrees to pay for each hour worked by each employee covered by this Agreement to the Massachusetts Laborers' Annuity Fund, the negotiated contribution in each respective zone and any future allocated increase during the term of this agreement (reflected in Addendum A of this Agreement). Said sums will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. Payment shall be made in one check and on the same form furnished by the Massachusetts Laborers' Benefit Funds. The said Fund will be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union and the Employers. Said Trust Agreement shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and the Commonwealth of Massachusetts.

**Section 4.** Members of the Association and Employers subscribing to the Trust Agreement, when working outside the jurisdictional area of this Agreement in areas where they have no contractual obligation to contribute to an annuity fund, shall contribute the same amount in the same manner as set forth above to the "Massachusetts Laborers' Annuity Fund" for each laborer when said laborer is sent and put to work by the Employer from the territorial jurisdiction set forth in Article I.

**Section 5.** Failure to contribute to the Fund shall be a violation of this Agreement. The Union and the Employer mutually recognize the requirement that contributions to this Fund be made on a current basis by all Employers who have made one or more contributions to the Fund or have entered into an agreement with the Union requiring such contributions.

**Section 6.** The Fund shall be used to provide benefits as determined by the Trustees in accordance with the terms of the Trust. The failure to contribute by the Employer to the said Annuity Fund, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XXI herein. The Massachusetts Laborers' Annuity Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

**ARTICLE XVIII  
NEW ENGLAND LABORERS'  
LABOR-MANAGEMENT COOPERATION TRUST**

**Section 1.** Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers' Pension Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by an employee covered by this Agreement to the New England Laborers' Labor-Management Cooperation Trust Fund.

**Section 2.** Said sum will be paid into said Fund not later than the twentieth (20th) day of each month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under, and subject to the provisions of a Trust Agreement and Plan entered into by the Union and the Employer and others.

**Section 3.** The Plan and Trust conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and the Commonwealth of Massachusetts. The Trust and the Plan at all times shall be a "qualified" Trust and Plan, as defined by Section 401 of the Internal Revenue Code. The Plan and Trust shall be created and administered, subject to modification, change of methods of administration and practices as may be required to the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary and necessary expense of doing business in the computation of Federal Income Tax of the Employers.



**Section 4.** The failure to contribute by the Employer to the said New England Laborers' Labor-Management Cooperation Trust Fund, as provided herein, for the purpose of the remedy the union may pursue, is covered in Article XXI herein.

**ARTICLE XIX**  
**NEW ENGLAND LABORERS' HEALTH AND SAFETY FUND**

**Section 1.** Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers' Pension Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour worked by each employee covered by the terms of this Agreement to the New England Laborers' Health & Safety Fund.

**Section 2.** Said sum shall be paid into the Fund no later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under and subject to the provisions of a Trust Agreement and Plan entered into by the Union and the Employers.

**Section 3.** The Plan and Trust shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and states where this Agreement applies. The Trust and Plan at all times shall be a "qualified" Trust and Plan as defined by Section 401 of the Internal Revenue Code. The Plan and Trust shall be created and administered, subject to modification, change of methods or administration and practices as may be required to the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary expense of doing business in the computation of Federal Income Tax of the Employers.

**Section 4.** The failure to contribute by the Employer to the said Health & Safety Fund, as provided herein, for the purpose of remedy the Union may pursue, is covered in Article XXI herein. The New England Laborers' Health & Safety Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

**ARTICLE XX**  
**MASSACHUSETTS LABORERS' UNIFIED TRUST**

**Section 1.** Each Employer subscribes to and agrees to be bound by the Massachusetts Laborers' Pension Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of said Agreement.

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour worked by each employee covered by the terms of this Agreement to a fund known as the "Massachusetts Laborers' Unified Trust".

**Section 2.** Said sums will be paid into said Fund not later than the twentieth (20<sup>th</sup>) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under and subject to the provisions of a Trust Agreement and plan entered into by the Union and the Employers. The plan and trust shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and the Commonwealth of Massachusetts. The trust and plan at all times shall be an exempt trust and plan, as defined by Section 401 of the Internal Revenue Code. The plan and trust shall be created and administered, subject to modification, change of methods of administration and practices as may be required, to the end that all times contributions by the Employers to the Fund shall be deductible as an ordinary expense of doing business in the computation of Federal Income Tax of the Employers.

**Section 3.** There shall be a total of four (4) Trustees to constitute the Board of Trustees to administer the Fund. Said Trustees to be appointed as follows: Two (2) Trustees shall be appointed by the Massachusetts & Northern New England Laborers' District Council and two (2) shall be appointed by the Association. The representatives on the Board of Trustees shall at all times be equally divided among Union and Management. Each of the appointing parties shall have the power to remove, replace and appoint successors as Trustees appointed by them.

**Section 4.** The failure to contribute by the Employer to the said Unified Trust, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XXI herein. The Massachusetts Laborers' Unified Trust shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

## **ARTICLE XXI**

### **DELINQUENT PAYMENTS**

**Section 1.** Employers who are delinquent in their payments to the Health & Welfare, Pension, Legal Services, Annuity, New England Laborers' Labor-Management Cooperation Trust, Training, Unified Trust, and New England Health & Safety Funds shall not have the privilege of employing laborers under the terms of this Agreement if such payments have not been made after written notice, sent by registered mail, return receipt requested, of such delinquency is given by the Union and seventy-two (72) hours have elapsed since such notice. All employees affected by such delinquency to any of the above-mentioned Funds, and who have lost work as a result thereof, shall be paid their normal wages by the delinquent Employer, until said delinquency is cured and the employees resume their work.

Once an Employer has been adjudged a delinquent by any of the above-mentioned Fund Trustees, he shall, in addition to remitting to the Funds for his past delinquencies, be required to make his current payments on a weekly basis and further furnish a fifty thousand dollar (\$50,000) surety bond to the Trustees of each respective Fund as listed above. All attorney's fees, sheriff's costs, accounting and court costs involved to collect delinquent payments from the delinquent Employer or to obtain an audit from an Employer who has refused to permit one, must be borne fully by the Employer involved. The terms "delinquent" and "delinquency" as used in this section shall include a failure of an Employer to furnish a bond.

**Section 2.** In accordance with Section 5.02(g)(2) of ERISA, as amended, the Trustees do establish the rate of interest to be paid by Employers on delinquent contributions to be ten percent (10%) per annum which shall continue to accrue until such time as said delinquency is paid in full and further, liquidated damages shall be assessed in an amount of twenty percent (20%) of the amount of the delinquency, or such higher percentage as may be permitted under Federal or State Law, plus reasonable attorney's fees and costs of the action.

**Section 3.** If an audit by the Trustees or their representative determines that an Employer has not correctly reported the hours worked by his Laborers, the Employer, in addition to other remedies provided in the Trust Agreement, shall be liable to the Funds for the cost of auditing his payroll records, interest at the rate stated in Section 2 above from the date when payment was due to the date when payment was made, attorney's fees and liquidated damages in the amount of twenty percent (20%) of the delinquent amount.

**Section 4.** The parties agree that the Trustees of the Delinquency Committee shall have the right to recommend termination, to both bargaining parties, of the collective bargaining agreement of any Employer deemed by them to be habitually delinquent.

**Section 5.** Audit – The Employers shall make all reports on contributions required by the funds on forms furnished by the Funds or their authorized representatives. The Trustees or their representatives upon reasonable notice may examine the pertinent payroll records of any Employer, including, but not limited to all quarterly and yearly payroll tax returns, payroll listings, payroll records individual earnings records and checks. Cash disbursement journals and general ledgers may also be examined whenever such examination is deemed necessary by the Joint Labor Management Trustees of the Delinquency Committee in their sole discretion. Such examinations may be implemented by the Trustees' authorized representatives in connection with the proper administration of the Funds. The expense of such audit of an Employer's records shall be borne by the Funds, in which event, the expense of audit may, under rules and regulations adopted by the Trustees of the Delinquency Committee, be charged against the Employer. If the expense of audit charged against the Employer is not paid by the Employer within ten days after written notice from the funds or their authorized representatives, the Funds may take any action, including, but not limited to court proceedings, necessary to enforce payment of such audit expense, including reasonable interest and an administration fee at such rates and in such amount as the Funds may determine, and including all attorneys' fees involved in collection of such audit expense, interest and administration fee. In the event that the Funds or their representatives shall incur attorneys' fees or other expenses in order to enforce the Funds' right to audit the records of any Employer, such attorneys' fees or other expenses shall be charged against such Employer regardless of whether the Employer shall have been delinquent in contributions to the Fund for the period of the audit. For any audit permitted under this collective bargaining agreement or applicable Trust Agreement, if the documents required to be provided by the Employer under such audit are located further than 150 miles from the headquarters of the Massachusetts Laborers' Benefit Funds, the Employer shall promptly submit such documentation to the auditor by regular mail, electronic mail, or courier service, at the Employer's expense. If the Employer refuses to submit documentation by regular mail, electronic mail, or courier service, and the auditor is required to travel to the Employer's location for the purpose of the audit, the Employer shall be responsible for all expenses included for such travel,



including without limitation reasonable airfare or driving mileage, lodging, meals, and other reasonable travel expenses.

**Section 6. Estimating** – In the event the Employer fails to submit its monthly remittance reports on contributions for more than two months and/or if the Employer fails to submit to an audit within a reasonable period of time not to exceed 21 calendar days after receiving an audit demand, the Trustees or their authorized representatives may determine, in their sole discretion, that the Employer's monthly hours subject to contributions for each unreported or unaudited month are the highest number of employee hours for any month during the most recent twelve months audited, or during any of the last twelve months for which the Employer reported contributions, whichever monthly number of hours is greater. For the sake of clarity, the Trustees and their authorized representatives may use the current contribution rates applicable to said audit and/or report period. Prior to making the determination, the Trustees or their authorized representatives shall provide the Employer written notice, *via* certified mail and electronic mail to a principal of the Employer, advising the Employer that such determination shall be made if the Employer does not submit its reports or allow an audit within 7 days of the date of the notice, or a longer time period if requested by the Trustees or their authorized representatives. Once the Trustees or their representatives make such a determination, the amount of contributions so computed shall be binding on the Employer, and the Trustees and their authorized representatives shall be entitled to collect such contributions with all rights and remedies as provided hereunder unless such estimate is greater than the amount the contractor actually owes in which case the fund must credit the employer for the excess contributions. Further, nothing herein shall waive or otherwise restrict the Trustees and their authorized representatives' rights from commencing legal proceedings to collect contributions and/or compel an audit of the Employer. Finally, nothing herein shall waive or otherwise restrict the Trustees and their authorized representatives' right to collect additional contributions from the Employer in the event said audit and/or said reports for the applicable time period indicate that the Employer owes additional contributions beyond those that had previously been assessed in the determination described above.

**Section 7. Executive Director** – The Employer shall remit all contributions and dues required under this Agreement to the Executive Director of the Massachusetts Laborers' Benefit Funds, including, without limitation, contributions for the Massachusetts Laborers' Health and Welfare, Pension, Annuity, Legal Services, Unified Trust Funds, the New England Laborers' Health and Safety, Training, and Labor-Management Cooperation Trust Funds, Dues, and



Laborers' Political League deductions. The Executive Director shall serve as the collection agent for all such contributions, dues and deductions. In this capacity, the Executive Director shall be a fiduciary and shall have discretionary authority and control to pursue delinquencies, conduct audits, litigate and arbitrate disputes, and perform all other actions necessary and appropriate for collecting contributions on behalf of the Funds, provided however that the Executive Director shall be subject to the final say and authority of the Board of Trustees of said Funds in whatsoever manner they deem appropriate.

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**ARTICLE XXII**  
**CHECK-OFF AND PAYROLL DEDUCTIONS**

*Section 1.* The Employer agrees to deduct the sum, specified in Appendix A, per hour for each hour worked from the weekly wages, after taxes, of each employee, provided, such employee has executed voluntary written authorization for such deductions to be allocated as follows:

The Dues specified in Appendix A shall be used as hourly membership dues to support the Local Unions and the Massachusetts & Northern New England Laborers' District Council.

The LPL contribution specified in Appendix A shall be used as a voluntary contribution payable to the Massachusetts and Northern New England Laborers' District Council PAC and the Laborers' International Union of North America PAC collectively referred to herein as the "LPL" to enable the Massachusetts & Northern New England Laborers' District Council and its affiliated Local Unions to participate more fully in matters affecting the welfare of its members.

*Section 2.* A sample authorization for such deductions is as follows:

(7) The Employer's Plan to protect all of their Laborers from all infectious disease, including, but not limited to, COVID-19 and provide appropriate Personal Protective Equipment (PPE) in accordance with Municipal, State and Federal Mandates.

The Union may elect to accept a telephone call as a pre-job conference or it may require a pre-job conference meeting to be held at a mutually agreeable time and place to discuss the anticipated hiring procedures, work assignments, shift work, safety, health hazards and accident prevention.

This section shall be subject to the Grievance and Arbitration Procedure contained herein.

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## **ARTICLE XXIV**

### **CONSTRUCTION INDUSTRIES OF MASS. ADVANCEMENT FUND**

**Section 1.** Each Employer subscribes to and agrees to be bound by the provisions of the Agreement and Declaration of Trust of the Construction Industries of Massachusetts Advancement Fund.

**Section 2.** This Trust, known as the "Construction Industries of Massachusetts Advancement Fund", shall be referred to in this Article as "the Fund". The Fund shall be administered solely and exclusively by Trustees appointed pursuant to the provisions of the Trust instrument.

**Section 3.** Each Employer shall pay to the fund the sum reflected in Addendum A of this Agreement, per hour for each hour worked by each of its employees covered by this Agreement to the Construction Industries of Massachusetts Advancement Fund.

Any Employer electing not to contribute to the Fund shall be required to pay an additional five cents (\$.05) per hour. This additional five cents (\$.05) will be paid to the Health & Welfare Fund as per Article XIII of this Agreement. Effective December 1, 2012 the employer shall be required to contribute an additional (\$.05) five cents per hour for a total of (\$.10) ten cents.

Any Employer electing not to contribute to the Fund shall be required to pay an additional (\$.10) ten cents per hour. This additional ten cents (\$.10) will be paid to the Health & Welfare Fund as per Article XIII of this Agreement.

**APPENDIX A****WAGE RATES AND CLASSIFICATIONS**

**((Effective on and after June 1, 2026 Zone 4 shall be eliminated and its territory shall be merged into Zone 3 - with Laborers receiving Zone 3 Rates))**

**WAGE RATES AND CLASSIFICATIONS****MASSACHUSETTS & NORTHERN NEW ENGLAND LABORERS' DISTRICT COUNCIL**

**of the Laborers' International Union of North America, AFL-CIO**

**7 Laborers' Way**

**(508) 435-4164**

**Hopkinton, Massachusetts 01748**

**Fax (508) 435-7982**

[www.masslaborers.org](http://www.masslaborers.org)

**HEAVY & HIGHWAY CONSTRUCTION****ZONE 1**

**INCREASES AND ALLOCATIONS ARE IN BOLD PRINT**

**\* Dues and LPL are Deducted from wages**

**\*\*PFML - Massachusetts Paid Family and Medical Leave**

<b>ZONE 1</b>	<b>SUFFOLK COUNTY (Boston, Chelsea, Revere, Winthrop, Deer &amp; Nut Islands  MIDDLESEX COUNTY (Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford,  Melrose, Newton, Reading, Somerville, Stoneham, Wakefield, Waltham, Watertown,  Winchester, Winthrop, and Woburn only)  NORFOLK COUNTY (Braintree, Brookline, Dedham, Milton, Quincy and Weymouth only)</b>									
	<b>6/1/2022</b>	<b>12/1/2022</b>	<b>6/1/2023</b>	<b>12/1/2023</b>	<b>6/1/2024</b>	<b>12/1/2024</b>	<b>6/1/2025</b>	<b>12/1/2025</b>	<b>6/1/2026</b>	<b>12/1/2026</b>
<b>INCREASE</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.25</b>	<b>1.48</b>	<b>1.47</b>	<b>1.50</b>	<b>1.50</b>	<b>1.55</b>	<b>1.50</b>
<b>Wages</b>	<b>42.18</b>									
<b>H &amp; W</b>	<b>9.10</b>									
<b>Pension</b>	<b>8.50</b>									
<b>Annuity</b>	<b>9.07</b>									
<b>Nell-MCT</b>	<b>0.15</b>									
<b>Unified Trust</b>	<b>0.50</b>									
<b>Training</b>	<b>0.70</b>									
<b>Legal</b>	<b>0.20</b>									
<b>H &amp; Safety</b>	<b>0.15</b>									
<b>** PFML</b>	<b>0.05</b>									
<b>CIM</b>	<b>0.10</b>									
<b>Total</b>	<b>70.70</b>	<b>71.70</b>	<b>72.70</b>	<b>73.95</b>	<b>75.43</b>	<b>76.90</b>	<b>78.40</b>	<b>79.90</b>	<b>81.45</b>	<b>82.95</b>
<b>*Dues</b>	<b>(-1.64)</b>	<b>(-1.64)</b>	<b>(-1.66)</b>	<b>(-1.66)</b>	<b>(-1.68)</b>	<b>(-1.68)</b>	<b>(-1.70)</b>	<b>(-1.70)</b>	<b>(-1.72)</b>	<b>(-1.72)</b>
<b>*LPL</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>
<b>Flaggers</b>	<b>25.23</b>	<b>25.23</b>	<b>25.98</b>	<b>25.98</b>	<b>27.01</b>	<b>27.01</b>	<b>28.09</b>	<b>28.09</b>	<b>29.21</b>	<b>29.21</b>

**MASSACHUSETTS & NORTHERN NEW ENGLAND LABORERS' DISTRICT COUNCIL****of the Laborers' International Union of North America, AFL-CIO****7 Laborers' Way****(508) 435-4164****Hopkinton, Massachusetts 01748****Fax (508) 435-7982****www.masslaborers.org****HEAVY & HIGHWAY CONSTRUCTION****ZONE 2****INCREASES AND ALLOCATIONS ARE IN BOLD PRINT****\* Dues and LPL are Deducted from wages****\*\*PFML - Massachusetts Paid Family and Medical Leave****ZONE 2****The Counties of BARNSTABLE, BRISTOL, DUKES, ESSEX, NANTUCKET, PLYMOUTH, and WORCESTER****MIDDLESEX COUNTY ( with the exception of Arlington, Belmont, Burlington, Cambridge, Everett, Malden, Medford, Melrose, Newton, Reading, Somerville, Stoneham, Wakefield, Waltham, Watertown, Winchester, Winthrop, Woburn)****NORFOLK COUNTY (with the exception of Braintree, Brookline, Dedham, Milton, Quincy & Weymouth)****FRANKLIN COUNTY ( Warwick, and Orange only), ROCKINGHAM COUNTY ( Salem, N.H. Only)**

	<b>6/1/2022</b>	<b>12/1/2022</b>	<b>6/1/2023</b>	<b>12/1/2023</b>	<b>6/1/2024</b>	<b>12/1/2024</b>	<b>6/1/2025</b>	<b>12/1/2025</b>	<b>6/1/2026</b>	<b>12/1/2026</b>
<b>INCREASE</b>	<b>0.90</b>	<b>0.85</b>	<b>0.90</b>	<b>0.90</b>	<b>1.33</b>	<b>1.33</b>	<b>1.39</b>	<b>1.38</b>	<b>1.44</b>	<b>1.44</b>
<b>Wages</b>	<b>36.31</b>									
<b>H &amp; W</b>	<b>9.10</b>									
<b>Pension</b>	<b>8.50</b>									
<b>Annuity</b>	<b>8.14</b>									
<b>Net-MCT</b>	<b>0.15</b>									
<b>Unified Trust</b>	<b>0.50</b>									
<b>Training</b>	<b>0.70</b>									
<b>Legal</b>	<b>0.20</b>									
<b>H &amp; Safety</b>	<b>0.15</b>									
<b>** PFML</b>	<b>0.05</b>									
<b>CIM</b>	<b>0.10</b>									
<b>Total</b>	<b>63.90</b>	<b>64.75</b>	<b>65.65</b>	<b>66.55</b>	<b>67.88</b>	<b>69.21</b>	<b>70.60</b>	<b>71.98</b>	<b>73.42</b>	<b>74.86</b>
<b>*Dues</b>	<b>(-1.64)</b>	<b>(-1.64)</b>	<b>(-1.66)</b>	<b>(-1.66)</b>	<b>(-1.68)</b>	<b>(-1.68)</b>	<b>(-1.70)</b>	<b>(-1.70)</b>	<b>(-1.72)</b>	<b>(-1.72)</b>
<b>*LPL</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>
<b>Flaggers</b>	<b>25.23</b>	<b>25.23</b>	<b>25.98</b>	<b>25.98</b>	<b>27.01</b>	<b>27.01</b>	<b>28.09</b>	<b>28.09</b>	<b>29.21</b>	<b>29.21</b>

**\*\* PFML - Massachusetts Paid Family and Medical Leave**

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Middlefield, Plainfield, and Worthington)****FRANKLIN COUNTY (with the exception of Ashfield, Buckland, Charlemont, Hawley,  
Heath, Orange, Rowe, and Warwick)****\*\* Effective June 1, 2026 - Zone 4 Counties & Towns will be converted to Zone 3**

	<b>6/1/2022</b>	<b>12/1/2022</b>	<b>6/1/2023</b>	<b>12/1/2023</b>	<b>6/1/2024</b>	<b>12/1/2024</b>	<b>6/1/2025</b>	<b>12/1/2025</b>	<b>6/1/2026</b>	<b>12/1/2026</b>
<b>INCREASE</b>	<b>0.62</b>	<b>0.63</b>	<b>0.62</b>	<b>0.63</b>	<b>1.20</b>	<b>1.20</b>	<b>1.25</b>	<b>1.24</b>	<b>1.30</b>	<b>1.29</b>
<b>Wages</b>	<b>33.00</b>									
<b>H &amp; W</b>	<b>9.10</b>									
<b>Pension</b>	<b>8.50</b>									
<b>Annuity</b>	<b>5.63</b>									
<b>Net-MCT</b>	<b>0.15</b>									
<b>Unified Trust</b>	<b>0.50</b>									
<b>Training</b>	<b>0.70</b>									
<b>Legal</b>	<b>0.20</b>									
<b>H &amp; Safety</b>	<b>0.15</b>									
<b>** PFML</b>	<b>0.05</b>									
<b>CIM</b>	<b>0.10</b>									
<b>Total</b>	<b>58.08</b>	<b>58.71</b>	<b>59.33</b>	<b>59.96</b>	<b>61.16</b>	<b>62.36</b>	<b>63.61</b>	<b>64.85</b>	<b>66.15</b>	<b>67.44</b>
<b>*Dues</b>	<b>(-1.64)</b>	<b>(-1.64)</b>	<b>(-1.66)</b>	<b>(-1.66)</b>	<b>(-1.68)</b>	<b>(-1.68)</b>	<b>(-1.70)</b>	<b>(-1.70)</b>	<b>(-1.72)</b>	<b>(-1.72)</b>
<b>*LPL</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>
<b>Flaggers</b>	<b>25.23</b>	<b>25.23</b>	<b>25.98</b>	<b>25.98</b>	<b>27.01</b>	<b>27.01</b>	<b>28.09</b>	<b>28.09</b>	<b>29.21</b>	<b>29.21</b>



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	<b>6/1/2022</b>	<b>12/1/2022</b>	<b>6/1/2023</b>	<b>12/1/2023</b>	<b>6/1/2024</b>	<b>12/1/2024</b>	<b>6/1/2025</b>	<b>12/1/2025</b>	<b>6/1/2026</b>	<b>12/1/2026</b>
<b>INCREASE</b>	<b>0.82</b>	<b>0.81</b>	<b>0.82</b>	<b>0.81</b>	<b>1.19</b>	<b>1.18</b>	<b>1.24</b>	<b>1.23</b>	<b>2.04</b>	<b>1.29</b>
<b>Wages</b>	<b>31.19</b>									
<b>H &amp; W</b>	<b>9.10</b>									
<b>Pension</b>	<b>8.50</b>									
<b>Annuity</b>	<b>6.19</b>									
<b>Net-MCT</b>	<b>0.15</b>									
<b>Unified Trust</b>	<b>0.50</b>									
<b>Training</b>	<b>0.70</b>									
<b>Legal</b>	<b>0.20</b>									
<b>H &amp; Safety</b>	<b>0.15</b>									
<b>** PFML</b>	<b>0.05</b>									
<b>CIM</b>	<b>0.10</b>									
<b>Total</b>	<b>56.83</b>	<b>57.64</b>	<b>58.46</b>	<b>59.27</b>	<b>60.46</b>	<b>61.64</b>	<b>62.88</b>	<b>64.11</b>	<b>66.15</b>	<b>67.44</b>
<b>*Dues</b>	<b>(-1.64)</b>	<b>(-1.64)</b>	<b>(-1.66)</b>	<b>(-1.66)</b>	<b>(-1.68)</b>	<b>(-1.68)</b>	<b>(-1.70)</b>	<b>(-1.70)</b>	<b>(-1.72)</b>	<b>(-1.72)</b>
<b>*LPL</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>	<b>(-0.07)</b>
<b>Flaggers</b>	<b>26.23</b>	<b>25.23</b>	<b>25.98</b>	<b>25.98</b>	<b>27.01</b>	<b>27.01</b>	<b>28.09</b>	<b>28.09</b>	<b>29.21</b>	<b>29.21</b>

**\*\* Effective June 1, 2026 - Zone 4 Counties & Towns will be converted to Zone 3**

(Same wage rates apply to: Multi-Trade Tender, Carpenter Tender,  
Cement Finisher Tender, and Wrecking Laborer)

Flaggers and Signalers: Not including Traffic Control

**\*THE COUNCIL RESERVES THE RIGHT TO ALLOCATE THESE  
INCREASES IN ITS DISCRETION AMONG WAGES, FRINGE BENEFITS  
AND DUES DEDUCTIONS.**